



City of Palo Alto

City Council Staff Report

(ID # 5349)

Report Type: Consent Calendar

Meeting Date: 12/8/2014

Summary Title: Social Media Services Contract Amendment

Title: Approval of Amendment No. 2 to Contract S14153842 with Comment Ground, LLC to Extend the Term from June 30, 2015 to February 28, 2016 for a Total to Not to Exceed of \$160,000 for Social Media Support, Development and Maintenance of City's Social Media Network and Internal Training of Social Media Administrators

From: City Manager

Lead Department: City Manager

Recommendation

Staff recommends that Council approve Amendment No. 2 to the contract with Comment Ground, LLC to extend the term from June 30, 2015 to February 28, 2016 and increase the not-to-exceed compensation by \$75,000 from \$85,000 to \$160,000 for social media support, development and maintenance of City's social media network and internal training of social media administrators.

Executive Summary

The City is increasingly providing information, responding to residents and engaging with the community via social media. Palo Alto was again this year named as one of the leading digital cities of its size by the Center for Digital Government, and the City's integration of social media and online tools for citizen engagement was highlighted as a key element of this recognition and award.

The City uses seven different social media networks, including Facebook, Twitter, YouTube, Pinterest, Google+, Nextdoor and Open City Hall. In total across the City, there are more than 45 social media channels that are used to reach various targeted audiences. Social media is used by the City to respond to a resident's questions, concerns and comments; drive traffic to its website; provide information to the media; and promote city events, as well as support citywide communications and outreach opportunities. These efforts have been focused on directly engaging with those living and working in Palo Alto. Comment Ground has been tasked with providing internal training across City departments for employees with responsibilities for social media channels; developing administrative protocols to ensure network integrity and control; developing consistent metrics and analysis of social media growth and engagement;

and fostering the integration of social media networks. The result has been a substantial increase in both the growth and engagement on the City's social media sites, as well as the increased reliance on these channels for information and updates on City programs and activities.

Discussion

In March 2014, the City conducted a solicitation process for a social media specialist to create and implement an online strategy to increase the use of social media in the City's overall communications. Following the process, Comment Ground has been selected to support and manage the City's social network platforms. The funding for the social media specialist came from salary savings within the City Manager's Office for under \$25,000.

Under the current contract, Common Ground has been tasked with the development of a consistent and robust social media presence and integration of social media into the City's overall communications. In addition, Common Ground has worked collaboratively with other departments to provide internal training, social media strategy guidance and best practices implementation for those with responsibilities for social media channels. The result has been a significant and substantial increase in both the numbers following the City on its social media platforms, community response, and increased reliance on social media for information about the City.

Staff evaluated the services of Comment Ground and decided to amend the original contract to \$85,000 through the sole source process. As of December 1, 2014 \$58,590 has been spent with a monthly average of \$6,510 in costs for social media services. The compensation is expected to reach the contract limit by mid-spring 2015. Staff is requesting that City Council approve the Amendment No. 2 so that the City can continue to engage the community through social media networks, costing roughly \$6,250 per month or \$75,000 annually, through February 28, 2016.

Deliverables under this contract will include quarterly training for internal staff with responsibilities for social media networks; monthly reporting on growth and engagement across platforms with the goal of increasing both by 20 percent; continued support of city programs, events and community outreach efforts via social media, and an expanded presence on both Nextdoor and Open City Hall community engagement platforms.

Resource Impact

Funding for the amendment is available from the City Manager's FY 2015 budget. Funding for the second year will be evaluated as part of the Fiscal Year 2016 budget process.

Environmental

The approval of this contract amendment does not constitute a project for purposes of CEQA or the CEQA Guidelines.

Attachments:

- Attachment A - Contract S14153842 - Amendment 2 (PDF)

**AMENDMENT NO. 2 TO CONTRACT NO. S14153842
BETWEEN THE CITY OF PALO ALTO AND
COMMENT GROUND, LLC**

This Amendment No. 2 to Contract No. S14153842 (“Contract”) is entered into December 8, 2014, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **COMMENT GROUND, LLC**, a California Limited Liability Company, located at 744 Oak Street, Apt. No. 7, San Francisco, California, 94117, Telephone (415) 430-7591 (“CONSULTANT”).

RECITALS

A. The Contract was entered into between the parties for the provision of providing services to increase the use of social media

B. The City intends to extend the contract term and increase the compensation from \$85,000.00 by \$75,000.00 to \$160,000.00 for the continuation of services per Exhibit A, Scope of Services.

C. The parties wish to amend the Contract.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1. Section 2 is hereby amended to read as follows:

“SECTION 2. TERM.

The term of this Agreement shall be from the date of April 14, 2014 through February 28, 2016 unless terminated earlier pursuant to Section 19 of this Agreement.”

SECTION 2. Section 4 is hereby amended to read as follows:

“SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A”, including both payment for professional services and reimbursable expenses, shall not exceed One Hundred Sixty Thousand Dollars (\$160,000.00). The applicable rates and schedule of payment are set out in Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE,” which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit “A”.”

SECTION 3. The following exhibit(s) to the Contract is/are hereby amended to read as set forth in the attachment(s) to this Amendment, which are incorporated in full by this reference:

- a. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE".
- b. Exhibit "C" entitled "COMPENSATION".

SECTION 4. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

CITY OF PALO ALTO

COMMENT GROUND, LLC

DocuSigned by:
Ash Ahmad
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APPROVED AS TO FORM:

Cofounder

Attachments:

EXHIBIT "B": SCHEDULE OF PERFORMANCE
EXHIBIT "C": COMPENSATION

**EXHIBIT “B”
SCHEDULE OF PERFORMANCE**

CONSULTANT shall perform the Services so as to complete each milestone by the date specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement.

Milestones	DATE
Completion of Scope of Services (EXHIBIT “A”)	06/30/2014
Amendment No. 1, Continuation of services (EXHIBIT “A”)	06/30/2015
Amendment No. 2, Continuation of services (EXHIBIT “A”)	2/28/2016

EXHIBIT "C" COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A" ("Services") and reimbursable expenses shall not exceed \$160,000.00. CONSULTANT agrees to complete all Services, including reimbursable expenses, within this amount. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$100.00 shall be approved in advance by the CITY's project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

Certificate of Completion

Envelope Number: EA1233B305A940AFB995F06ED2D0C013	Status: Completed
Subject: Please DocuSign this document: S14153842 Amendment No 2.pdf	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Chris Anastole
	250 Hamilton Ave
	Palo Alto , CA 94301
	chris.anastole@cityofpaloalto.org
	IP Address: 199.33.32.254

Record Tracking

Status: Original	Holder: Chris Anastole	Location: DocuSign
11/24/2014 9:05:31 AM PT	chris.anastole@cityofpaloalto.org	

Signer Events

Ash Ahmad
ash@commentground.com
Cofounder

Signature

DocuSigned by:

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Sent: 11/24/2014 9:08:11 AM PT
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Signed: 11/25/2014 11:02:27 AM PT

Security Level: Email, Account Authentication (None)

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In Person Signer Events

Signature

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Intermediary Delivery Events

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Cash Alae
Khashayar.Alaee@CityofPaloAlto.org
Security Level: Email, Account Authentication (None)

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Sent: 11/25/2014 11:02:28 AM PT

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Timestamps

Envelope Sent	Hashed/Encrypted	11/25/2014 11:02:28 AM PT
Certified Delivered	Security Checked	11/25/2014 11:02:28 AM PT
Signing Complete	Security Checked	11/25/2014 11:02:28 AM PT
Completed	Security Checked	11/25/2014 11:02:28 AM PT

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, City of Palo Alto (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Palo Alto:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: david.ramberg@cityofpaloalto.org

To advise City of Palo Alto of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at

david.ramberg@cityofpaloalto.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Palo Alto

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to david.ramberg@cityofpaloalto.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Palo Alto

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to david.ramberg@cityofpaloalto.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Palo Alto as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Palo Alto during the course of my relationship with you.